

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 20

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DW-05-P-0107		2. DELIVERY ORDER/ CALL NO. W912DW		3. DATE OF ORDER/CALL (YYYYMMDD) 2005 Feb 03		4. REQ./ PURCH. REQUEST NO. W68MD9-4352-7649-0002		5. PRIORITY	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329		7. ADMINISTERED BY (if other than 6) USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR NAME CASCAD DRILLING INC AND JIM NICE ADDRESS P.O. BOX 1184 WOODINVILLE WA 98072		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE 12. DISCOUNT TERMS NET 30 DAYS		11. MARK IF BUSINESS I <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAG <input type="checkbox"/> WOMEN-OWNE		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385		15. PAYMENT WILL BE MADE BY		16. TYPE OF ORDER DELIVERY/ CALL PURCHASE X		17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule		18. ITEM NO.	
19. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE		20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
24. UNITED STATES OF AMERICA TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil BY: ELAINE M EBERT		25. TOTAL \$14,760.00		26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <i>Elaine M Ebert</i> CONTRACTING / ORDERING OFFICER			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.		a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		34. CHECK NUMBER		35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	
								42. S/R VOUCHER NO.	

Section Supplies or Services and Price

NOTES

All work under this contract is to be completed no later than 10 March 2005.

Government POC: Lawrence Mann, Contracting Officer's Representative (COR), 206-764-3711.

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

All invoices are to be submitted in accordance with the instructions above, or mailed to:

US ARMY CORPS OF ENGRS FINANCE CENTER
CEFC-AO-P 901-874-8556
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

A copy of all invoices are to be mailed to:

US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
Attn: Peggy Bellman, PM-PL
P.O. Box 3755
Seattle, WA. 98124-3755

CF: CONTRACTOR: jnice@cascadedrilling.com
CENWS-PM-CP, Stephen Pierce
CENWS-PM-PL, Peggy Bellmann
CENWS-EC-TB-GE, Lawrence Mann
FILE

Section DD1155 - Continuation Sheet

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GEOTECHNICAL DRILLING EXPLORATION MMD FFP BASE ITEM Provide all labor, equipment, materials and supplies to perform Geotechnical Drilling Exploration for Mud Mountain Dam Right Bank, King County, Washington as stated in the Revised Scope of Work dated 20 December 2004 and Drawings as incorporated herein. Service Wage Determination No. 1994-2563, Rev. 26, Dated 09/09/2004 applies to this project as incorporated herein.	1	Lump Sum	\$14,760.00	\$14,760.00
0001AA	HAZARD ANALYSIS Preparation of Activity Hazard Analysis	1 EA @	No Cost To The Gov't		
0001AB	MOBILIZATION/DEMOBILIZATION Mobilization/Demobilization of Drilling Equipment	1 LS @	\$2,000.00		
0001AC	DRILLING Drilling and AbandonmentFOB: Destination	220 LF @	\$48.00 = \$10,560.00		
0001AD	TEST SAMPLE Standard Penetration Test Sample (1-3/8" I.D.)	22 @	\$100.00 EA = \$2,200.00		
PURCHASE REQUEST NUMBER: W68MD9-4352-7649-0002					
NET AMT					\$14,760.00
ACRN AA Funded Amount					\$14,760.00

FOB: Destination

SOW

**SCOPE OF WORK
GEOTECHNICAL DRILLING EXPLORATION
MUD MOUNTAIN DAM RIGHT BANK 1245 ROAD
KING COUNTY, WASHINGTON
20 January 2005**

1. SCOPE AND PROPOSED BORING LOCATIONS. This Scope of Work (SOW) applies to overburden drilling and geotechnical soil sampling at the U.S. Army Corps of Engineers Mud Mountain Dam Project, located in King County, Washington. The purpose of the work is to obtain blow counts using a 1-3/8" I.D. Standard Penetration Test (SPT) split-spoon sampler in order to evaluate subsurface conditions below the 1245 access road on the right bank (additional SPT information in Section 8 of this scope). The work includes drilling two borings, each to approximately 100 feet depth through the 1245 Road. The soils are anticipated to be dense lakebed, glacial till, and pyroclastic mudflow deposits consisting of sand, gravel, silt, clay, with some boulders, and cobbles; and structural earth. Work will not be at a suspected contaminated site. Corps of Engineers personnel will observe, sample, and log the subsurface soils during the Contractor's operation. The work consists of furnishing all equipment, plant, labor, materials, supplies, and accessories required to accomplish the investigations and other operations

incidental to the work in accordance with these specifications and applicable schedules. All work shall be completed by 10 March 2005.

2. APPLICABLE PUBLICATIONS. The publications listed below form a part of this specification to the extent referenced and are referred to by basic designation only.

2.1 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

D 1586-84, Rev-92 Penetration Test and Split-Barrel Sampling of Soils

2.2 U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-1-1906 (1996) Soil Sampling

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health
Requirements Manual

This document may be accessed on the internet at the following address:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>

2.3 STATE OF WASHINGTON, WASHINGTON ADMINISTRATIVE CODE (WAC)

WAC 173-160 (Rev 23 April 1998) Minimum Standards for
Construction and Maintenance of Wells

<http://www.ecy.wa.gov/biblio/wac173160.html>

3. ACCESS. The specified work is to be performed on the unpaved single lane gravel 1245 access road. The access road is 16 to 17 feet wide on average and has a constriction near the drill site where the road width is 15.5 feet wide. There are minimal to no shoulders on the 1245 access road. There are no overhead obstructions. A tight turn-around site is available at the end of the road approximately 200 feet from the drill site. The uphill slope is 2H: 1V and the downhill slope is greater than 1H:1V to almost vertical.

4. DRILLING PERMITS AND PERFORMANCE REQUIREMENTS. The Contractor shall be responsible obtaining, permits, licenses, filing geotechnical boring reports, and other requirements necessary for execution of the work and paying all costs thereof. Copies of such documents shall be furnished to the Authorized Representative of the Contracting Officer (ARCO) prior to commencing the drilling activity. All work shall conform to State of Washington requirements of WAC Chapter 173-160. Drilling site access, coordination, and subsurface utility clearances are the responsibility of the Corps of Engineers. Any items damaged by the Contractor shall be repaired by the Contractor at his expense. Specific locations will be sited in the field by the Corps of Engineers. The order and depth of drilling of all holes will be determined in the field by the ARCO. Two borings are anticipated to be drilled 100 feet deep beneath ground surface.

5. WORK REQUIREMENTS. The drill rig shall be manned with an experienced and qualified crew to ensure efficient and timely execution of the work. The minimum acceptable crew for the drill shall be a qualified driller and a qualified helper experienced in geotechnical exploration and the type of sampling anticipated. The qualified driller shall possess all licenses required to drill subsurface borings in Washington State.

6. HEALTH AND SAFETY. It shall be the responsibility of the Contractor to ensure that all work carried out is performed in a manner that is safe and protective of human health and the environment in accordance with the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). All personnel shall understand, be familiar with, and conform to, site safety procedures presented in the accepted Activity Hazard Analysis (AHA) developed by the Contractor for site activities. Section 01.A.10 and Figure 1 of EM385-1-1 provide guidance for preparation of the AHA. The Contractor shall not commence on-site work activities, with the exception of mobilization to the work site, until the Authorized Representative of the ARCO has formally accepted the AHA. The Contractor shall be held responsible for ensuring that operations under its control do not jeopardize the health and safety of public or private sector workers, members of the public at large, or the environment. The

required AHA is incidental to the work performed under this contract and, therefore no separate payment will be made for the preparation.

7. RECORDS. The Contractor's drill operator shall maintain an accurate and precise chronological daily driller's log of events which shall be submitted to the ARCO at the conclusion of each boring or as otherwise directed. The following items shall be included in this daily log:

- (a) Hole number or designation;
- (b) Make and manufacturer's model designation of drilling equipment;
- (c) Beginning of work (time, date, and location);
- (d) Dates and times of all operations;
- (e) Depths of which samples were taken or attempted and type of sampler employed including weight of hammer, number of blows for each 6 inches of sampler penetration, drop height, and, amount of sample recovered;
- (f) Delays in work (times and circumstances);
- (g) Start and stop times of hourly payment items;
- (h) Equipment failures; and
- (i) Movement to new boring locations.

The presence of a Government Inspector or the keeping of separate drilling records by ARCO personnel shall not relieve the Contractor of the responsibility for maintaining the records specified.

8. DRILLING AND SAMPLING. Drilling shall be by methods selected by the Contractor and approved by the Corps that are sufficient to accomplish the goals of this investigation and perform satisfactory SPT sampling of overburden. Possible drilling methods include tricone bit, air rotary, rotosonic, or others. Due to the nature of anticipated materials, the Government does not anticipate that hollow flight rotary augers would be a suitable drilling method.

8.1 Drive Samples. Contractor's SPT sampling tools shall at all times include a minimum of two standard 2-inch O.D. split barrel drive samplers and all supplies and accessories to accomplish the drive sampling as directed. The split barrel samplers shall always be used with appropriate sample retaining springs. The drive shoe for the split barrel sampler shall be of hardened steel and shall be replaced or repaired when it becomes dented or distorted. The sampler barrel shall be driven with the force of the drive hammer with a free fall of 30 inches with a 300-pound drive hammer.

The Contractor shall take drive samples beginning at a depth of 10 feet below the ground surface and at the following depth intervals: 10.0, 15.0, 20.0, 30.0, 40.0, 50.0, 60.0, 70.0, 80.0, 90.0 and 100 feet in each of two borings or as directed by the ARCO. Blow counts shall be recorded by the Contractor for each of the three 6-inch intervals per driven sample, and the recovered sample shall be made available to the Government inspector for examination. Each SPT soil sample shall be placed in a plastic bag or glass container and labeled with the boring number and depth at which the sample was taken. The Contractor shall furnish the plastic bags or glass containers used to collect samples. The ARCO shall have the authority to reject unsatisfactory samples. If the samples are rejected due to not conforming to the above requirements, the condition shall be resolved to the satisfaction of the ARCO at no additional cost to the Government.

- 9. INVESTIGATION DERIVED WASTES.** All overburden drill cuttings shall be disposed of by scattering them about each boring location.
- 10. ABANDONMENT OF BORINGS .** Backfill of borings shall be in accordance with WAC 173-160. The borings will be abandoned by simultaneously withdrawing the casing and filling the hole with bentonite cement grout or any other approved material. Water, if needed, is available from a hydrant located on top of the rim within 400 feet horizontal and 60 feet vertically higher from the drilling locations.
- 11. SITE RESTORATION.** After completion of the work, tools, appliances, surplus materials, temporary drainage, rubbish, and debris incidental to work shall be removed and disposed of by the Contractor. The 1245 access road shall be returned to original condition. Utilities, structures, roads, fences, or any other pre-existing item that must be repaired or replaced due to

the Contractor's negligence will be the responsibility of the Contractor and repair or replacement shall be accomplished prior to completion of this contract.

10. SITE VISIT. There is no scheduled site visit. A site visit is not required. If the Contractor would like to schedule a site visit, the Government's Point of Contact for the project is Rick Garrison at telephone (206) 764-3312.

END OF SECTION

MEASUREMENT AND PAYMENT

1. GENERAL: The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, and incidentals, and performing all operations necessary to complete the items in accordance with the specifications. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be specifically mentioned herein. When submitting invoice for payment, all fractional quantities shall be rounded to the nearest whole unit. The Contractor shall not be compensated for loss of time or equipment due to breakdown of equipment, lack of proper equipment as determined by the Contracting Officer's Representative, labor shortages or disputes, delay in obtaining materials, or for any other reason not directly the fault of the Government. Items for which no separate payment is provided shall be considered as incidental to the performance of the work with which it is mentioned.

2. MEASUREMENT: Measurement of the units of work shall be made as hereinafter specified. Measurement by linear feet will be measured for payment to the nearest linear foot. Measurement of boring depth shall be vertical measurement in linear feet (LF) to the nearest foot below ground surface. Each (EA) sample will be defined as tool changing time, placing sampler in boring, pushing, rotating or driving sampler as directed, and removing sample from boring, and furnishing sample container. Measurement by the hour (HR) for standby time will be to the nearest quarter hour.

3. PAYMENT:

3.1 Item No. 0001AA, Preparation of Activity Hazard Analysis. Payment will be made at contract lump sum price for Item N. 0001AA, payment of which shall constitute full compensation for preparation, submittal, and revisions for the required Activity Hazard Analysis.

3.2 Item No. 0001AB, Mobilization and Demobilization of all equipment and supplies to and from the work site. Payment will be made at contract lump sum price for Item No. 0001AB, Mobilization and Demobilization, payment of which shall constitute full compensation for transportation of all plant, material, equipment, and supplies to and from the work site. No Standby Time will be paid while waiting to perform initial mobilization to the Mud Mountain Dam area.

3.3 Item No. 0001AC, Drilling. Payment will be made at the contract unit price for Item No. 0001AC, Drilling, payment of which shall be full compensation for all labor, equipment, and incidentals (including any cement and bentonite granules or chips) necessary to drill borings as specified and to decommission (abandon) completed borings and perform minor site restoration as specified.

3.4 Item No. 0001AC, Standard Penetration Test Sample. Payment will be made at the contract unit price for Item No. 0001AC Standard Penetration Test Sample, payment of which shall be full compensation for all labor, equipment, and incidentals necessary to sample each soil boring as specified or as directed. Payment will be made in cases of no recovery providing sampling procedures have been in accordance with the specifications and sampling equipment retainer springs are in working order.

Vicinity Map:	Contractor received these with the solicitation
Drilling Photos:	Contractor received these with the solicitation
Boring Logs:	Contractor received these with the solicitation

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 2520D471DD075433 NA 96453
 COST 000000000000
 CODE:
 AMOUNT: \$14,760.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

- Central Contractor Registration (CCR) database means the primary Government repository for contractor information required for the conduct of business with the Government.
- Commercial and Government Entity (CAGE) code means--
 - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
 - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an NCAGE code.
- Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
- Registered in the CCR database means that--
 - (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
 - (2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records ~~as~~ Active.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain

Area: **Washington** Counties of **King**, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.92
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	15.44
01014 - Accounting Clerk IV	17.28
01030 - Court Reporter	15.54
01050 - Dispatcher, Motor Vehicle	17.90
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	10.82
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	10.21
01116 - General Clerk II	11.53
01117 - General Clerk III	14.80
01118 - General Clerk IV	16.24
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.58
01132 - Key Entry Operator II	15.36
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	14.37
01311 - Secretary I	14.37
01312 - Secretary II	15.54
01313 - Secretary III	17.35
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.54
01341 - Stenographer I	13.61
01342 - Stenographer II	15.53
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	15.54
01520 - Test Proctor	15.54
01531 - Travel Clerk I	11.74
01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.46
01612 - Word Processor II	15.43
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.08

03041 - Computer Operator I	15.08
03042 - Computer Operator II	16.73
03043 - Computer Operator III	18.66
03044 - Computer Operator IV	21.87
03045 - Computer Operator V	24.27
03071 - Computer Programmer I (1)	16.36
03072 - Computer Programmer II (1)	20.71
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.08
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	20.34
05040 - Automotive Worker	20.34
05070 - Electrician, Automotive	21.01
05100 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.38
07010 - Baker	12.65
07041 - Cook I	11.36
07042 - Cook II	12.14
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.53
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	10.66
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.34
11122 - House Keeping Aid II	10.66
11150 - Janitor	11.19
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.34
11270 - Pest Controller	14.73
11300 - Refuse Collector	13.06
11330 - Tractor Operator	13.45

11360 - Window Cleaner	11.78
12000 - Health Occupations	
12020 - Dental Assistant	15.22
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.79
12071 - Licensed Practical Nurse I	14.93
12072 - Licensed Practical Nurse II	16.77
12073 - Licensed Practical Nurse III	18.77
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	15.73
12190 - Medical Record Technician	16.03
12221 - Nursing Assistant I	9.66
12222 - Nursing Assistant II	10.72
12223 - Nursing Assistant III	11.85
12224 - Nursing Assistant IV	14.10
12250 - Pharmacy Technician	15.26
12280 - Phlebotomist	13.18
12311 - Registered Nurse I	22.33
12312 - Registered Nurse II	27.24
12313 - Registered Nurse II, Specialist	27.24
12314 - Registered Nurse III	32.37
12315 - Registered Nurse III, Anesthetist	32.37
12316 - Registered Nurse IV	36.29
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.88
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	22.58
13013 - Exhibits Specialist III	27.78
13041 - Illustrator I	19.15
13042 - Illustrator II	21.84
13043 - Illustrator III	26.87
13047 - Librarian	25.31
13050 - Library Technician	15.74
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.62
15030 - Counter Attendant	8.62
15040 - Dry Cleaner	10.89
15070 - Finisher, Flatwork, Machine	8.62
15090 - Presser, Hand	8.62
15100 - Presser, Machine, Dry cleaning	8.62
15130 - Presser, Machine, Shirts	8.62
15160 - Presser, Machine, Wearing Apparel, Laundry	8.62
15190 - Sewing Machine Operator	11.65
15220 - Tailor	12.41
15250 - Washer, Machine	9.38
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool room)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.82
21020 - Material Coordinator	18.19

21030 - Material Expediter	18.19
21040 - Material Handling Laborer	15.16
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	17.19
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	12.99
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	16.39
21210 - Tools and Parts Attendant	18.57
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.25
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.54
23070 - Aircraft Worker	20.41
23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	26.58
23130 - Carpenter, Maintenance	22.47
23140 - Carpet Layer	24.29
23160 - Electrician, Maintenance	28.38
23181 - Electronics Technician, Maintenance I	22.01
23182 - Electronics Technician, Maintenance II	23.72
23183 - Electronics Technician, Maintenance III	27.85
23260 - Fabric Worker	19.84
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.98
23340 - Fuel Distribution System Mechanic	23.03
23370 - General Maintenance Worker	17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	24.63
23430 - Heavy Equipment Mechanic	22.62
23440 - Heavy Equipment Operator	25.18
23460 - Instrument Mechanic	22.62
23470 - Laborer	12.08
23500 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.46
23700 - Office Appliance Repairer	21.85
23740 - Painter, Aircraft	21.06
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	26.89
23800 - Plumber, Maintenance	25.02
23820 - Pneudraulic Systems Mechanic	22.62
23850 - Rigger	21.71
23870 - Scale Mechanic	20.97
23890 - Sheet-Metal Worker, Maintenance	23.77
23910 - Small Engine Mechanic	20.41
23930 - Telecommunication Mechanic I	22.58
23931 - Telecommunication Mechanic II	23.22
23950 - Telephone Lineman	22.58
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	22.62

23970 - Woodcraft Worker	22.62
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	11.45
24600 - Chore Aid	9.96
24630 - Homemaker	15.97
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.89
25040 - Sewage Plant Operator	24.00
25070 - Stationary Engineer	23.89
25190 - Ventilation Equipment Tender	18.54
25210 - Water Treatment Plant Operator	24.00
27000 - Protective Service Occupations	
(not set) - Police Officer	24.27
27004 - Alarm Monitor	17.50
27006 - Corrections Officer	20.56
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	9.66
27102 - Guard II	16.94
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.13
28020 - Hatch Tender	19.13
28030 - Line Handler	19.13
28040 - Stevedore I	18.49
28050 - Stevedore II	19.76
29000 - Technical Occupations	
21150 - Graphic Artist	23.86
29010 - Air Traffic Control Specialist, Center (2)	31.66
29011 - Air Traffic Control Specialist, Station (2)	21.83
29012 - Air Traffic Control Specialist, Terminal (2)	24.05
29023 - Archeological Technician I	16.01
29024 - Archeological Technician II	17.90
29025 - Archeological Technician III	22.18
29030 - Cartographic Technician	22.18
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.50
29040 - Civil Engineering Technician	23.71
29061 - Drafter I	14.26
29062 - Drafter II	16.01
29063 - Drafter III	20.19
29064 - Drafter IV	22.18
29081 - Engineering Technician I	14.80
29082 - Engineering Technician II	16.61
29083 - Engineering Technician III	19.95
29084 - Engineering Technician IV	24.62
29085 - Engineering Technician V	29.65
29086 - Engineering Technician VI	36.15
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	31.97
29160 - Instructor	23.43
29210 - Laboratory Technician	19.25
29240 - Mathematical Technician	22.18
29361 - Paralegal/Legal Assistant I	17.31
29362 - Paralegal/Legal Assistant II	21.37

29363 - Paralegal/Legal Assistant III	23.58
29364 - Paralegal/Legal Assistant IV	31.59
29390 - Photooptics Technician	22.18
29480 - Technical Writer	27.25
29491 - Unexploded Ordnance (UXO) Technician I	20.12
29492 - Unexploded Ordnance (UXO) Technician II	24.35
29493 - Unexploded Ordnance (UXO) Technician III	29.18
29494 - Unexploded (UXO) Safety Escort	20.12
29495 - Unexploded (UXO) Sweep Personnel	20.12
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.95
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	12.42
31300 - Taxi Driver	9.76
31361 - Truckdriver, Light Truck	12.42
31362 - Truckdriver, Medium Truck	17.80
31363 - Truckdriver, Heavy Truck	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.49
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.07
99043 - Carnival Worker	10.26
99050 - Desk Clerk	10.81
99095 - Embalmer	21.11
99300 - Lifeguard	10.57
99310 - Mortician	20.65
99350 - Park Attendant (Aide)	13.28
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.87
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	14.87
99610 - Sales Clerk	13.05
99620 - School Crossing Guard (Crosswalk Attendant)	12.30
99630 - Sport Official	10.57
99658 - Survey Party Chief (Chief of Party)	22.34
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.55
99660 - Surveying Aide	12.87
99690 - Swimming Pool Operator	17.16
99720 - Vending Machine Attendant	16.36
99730 - Vending Machine Repairer	16.44
99740 - Vending Machine Repairer Helper	16.36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, **Washington, D.C. 20402**. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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